eight hours after arrival at the destination, the liability of the carrier should be only that of a warehouseman. The goods were not removed from defendant's warehouse within the stipulated time and were destroyed through defendant's negligence. Plaintiff contended that when the liability of the carrier became that of a warehouseman, the limited liability contract had spent its force, and that the defendant should be liable for the full market value of the goods. But the court *held,* that the contract of transportation was in force until the goods are delivered to the consignee, and allowed recovery only of the contract value of the goods. *Cleveland, Cinci., Chi. & St. Louis Ry.* v. *Dettlebach,* (1916), 36 Sup. Ct. 177.

It is now well settled that if the loss occurs in the course of transportation, the limitation of liability agreed upon with the initial carrier for the purpose of securing a lower rate of freight is binding upon the shipper. *Adams Express Co.* v. *Croninger,* 226 U. S. 491; *Kansas Cy. So. Ry.* v. *Carl,* 227 U. S. 639; *Mo. K. & T. Ry.* v. *Harriman,* 227 U. S. 658. And in view of the fact that the HEPBURN ACT has enlarged the definition of the term "transportation" to include not only all "instruments of shipment or carriage." but also "all services in connection with the receipt, delivery, elevation, and transfer in transit, ventilation, refrigeration or icing, storage, and handling of property transported," a loss of goods upon which a carrier was performing warehousing services would be governed by the contract of carriage. In the *Pierce Arrow* case, 226 U. S. 278, recovery under a limited liability contract was allowed only to the amount of $50, although automobiles of the value of $20,000 were lost through the negligence of the carrier; and under the authority of the present case, the same rule would be applied if the loss occurred while the goods were in the possession of the carrier as warehouseman. We may soon expect cases under the CUMMINS ACT of March 4, 1915, which seems to change the above rule by making the carrier liable for the full value of the goods lost, in spite of the established tariffs and limitations in bills of lading, where the carrier is aware of the true value and character of the goods tendered for shipment. See 13 MICH. L. REV. 590.

CARRIERS.—LOSS THROUGH DELAY COVERED BY THE CARMACK AMENDMENT. —Plaintiff shipped a carload of strawberries to New York City. There was a delay in transportation on the lines of a connecting carrier, and the goods arrived at the destination some hours later than the customary time of arrival. Plaintiff sued the initial carrier for failure to transport and deliver with reasonable dispatch. *Held,* that damages for the loss of the market because of unreasonable delay in transportation occurring anywhere en route are comprehended by the provisions of the CARMACK AMENDMENT, which makes the initial carrier of an inter-state shipment liable to the holder of a bill of lading for "any loss, damage or injury to such property" caused by it or by any carrier in the chain of transportation. *N. Y., Phila. & Norfolk Ry. Co.* v. *Peninsula Produce Exchange of Maryland,* (1916), 36 Sup. Ct. 230.

It has been contended that the words "any loss, damage or injury to such property" used in the CARMACK AMENDMENT, made the initial carrier liable only where there has been some physical injury to the property itself; and

that the Act does not cover a case where the goods are delayed in transportation and the owner suffers a loss through the decline in the market. The Act has been construed by several state courts which have held that damages for loss of market because of unreasonable delay, as well as damages for any physical injury to the goods themselves may be recovered by the shipper. *Baltimore C. & A. Ry.* v. *Sperber & Co.*, 117 Md. 595; *So. Pac. Ry. Co.* v. *Lyon & Co.*, 107 Miss. 777; *Louisville & N. R. Co.*, v. *Cheatwood*, (Ala. 1915) 69 So. 343; *Lewellyn* v. *Pere Marquette Ry.*, 185 Ill App. 171; *Ft. Smith & W. R. Co.* v. *Awbrey*, 36 Okla. 270; *Pecos & N. T. R. Co.* v. *Cox*, (Tex. Civ. App. 1912) 150 S. W. 265; *Norfolk Truckers' Exchange* v. *Norfolk So. Ry.*, 116 Va. 466. The United States Supreme Court has now for the first time passed upon the question, and it has upheld the interpretation of the state courts.

Common Law Marriage.—When Both Parties Know That Their Cohabitation Was Illicit.—The defendant was indicted for wife abandonment. In 1903 he married the prosecuting witness, who then believed him to be single, though he knew that he had another lawful wife living. Early in 1905 the prosecuting witness learned of the existence of the other wife, but defendant proposed that they continue to live together, as the former marriage "will be all over with," and she agreed. Later in the same year he obtained a divorce from his first wife, and the prosecuting witness continued to cohabit with him until 1910 when he abandoned her, for which abandonment he is now prosecuted. There was no change in the relations of the defendant and the prosecuting witness after the divorce was procured, the defendant continuing to introduce her in society as his wife as he had done before. *Held*, that the second marriage was good as a common law marriage. *State* v. *Rotter*, (Mo. App. 1916) 181 S. W. 1158.

It is clear that the second marriage became meretricious on the part of the prosecuting witness as soon as she learned that defendant had another lawful wife, and a case is presented where both parties have knowledge that their relations are illicit. The rule of presumption in such cases is that a marriage once meretricious continues to be so, and a new contract must be shown to have been made after the impediment is removed in order to have a valid common law marriage. *Clark* v. *Barney*, 24 Okla. 455, 103 Pac. 598; *Rose* v. *Rose*, 67 Mich. 619, 35 N. W. 802; *Floyd* v. *Calvert*, 53 Miss. 37; *Barnum* v. *Barnum*, 42 Md. 251, 297; *In re Terwilliger's Estate*, 118 N. Y. Supp. 424; *Williams* v. *Williams*, 46 Wis. 464, 478. *Campbell* v. *Campbell*, Law Rep. 1 H. L. Sc. 182, is sometimes cited as sustaining a contrary doctrine, but that case goes upon the theory that, the impediment to lawful marriage being removed, the repute of marriage was evidence of a new contract. "If the parties desire marriage, and do what they can to render their marriage matrimonial, yet one of them is under a disability,—as where there is a prior marriage undissolved,—their cohabitation thus matrimonially meant, will in matter of law make them husband and wife from the moment the disability is removed; and it is immaterial whether they knew of its existence, or its removal, or not, nor is this a question of evidence." 1 Bishop,